

## **SOW Addendum**

### **I. NIWC PACIFIC WORK WEEK**

(a) All or a portion of the effort under this contract will be performed on a Government installation. The normal work week for Government employees at NIWC Pacific is Monday through Thursday 7:15 AM to 4:45 PM and Friday 7:15 AM to 3:45 PM with every other Friday a non-work day. Work at this Government installation, shall be performed by the contractor within the normal work hours at NIWC Pacific unless differing hours are specified on an individual delivery/task order. The contractor is not required to maintain the same hours as Government employees; however, contractor employees performing work at NIWC Pacific must work during the normal workweek. The following is a list of holidays observed by the Government.

<u>Name of Holiday</u>	<u>Time of Observance</u>
New Year's Day	1 January
Martin Luther King Jr. Day	Third Monday in January
Presidents Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	4 July
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veteran's Day	11 November
Thanksgiving Day	Fourth Thursday in November
Christmas Day	25 December

(b) If any of the above holidays occur on a Saturday or a Sunday, then such holiday shall be observed by the contractor in accordance with the practice as observed by the assigned Government employees at the using activity.

(c) If the contractor is prevented from performance as the result of an Executive Order or an administrative leave determination applying to the using activity, such time may be charged to the contract as direct cost provided such charges are consistent with the contractor's accounting practices.

(d) This contract does not allow for payment of overtime during the normal workweek for employees who are not exempted from the Fair Labor Standards Act unless expressly authorized by the Ordering Officer. Under Federal regulations, the payment of overtime is required only when an employee works more than 40 hours during a week. Therefore, during the NIWC Pacific off-Friday (36-hour) week overtime will not be paid for non-exempt employees. During the work-Friday week (44 hour) the contractor is to schedule work so as not to incur overtime charges during the normal work week unless authorized in writing by the Government to do so. An example of this would be for contractor personnel to work during the hours of 7:15 AM to 4:45 PM Monday through Thursday and 7:15 AM to 3:45 PM Friday during the work-Friday week. The contractor may also elect to configure the workforce in such a way that no single employee exceeds 40 hours during a normal week even though normal NIWC Pacific hours are maintained both weeks.

(e) NOTICE: All contractor employees who make repeated deliveries to military installations shall obtain the required employee pass via the Defense Biometric Identification System (DBIDS) in order to gain access to the facility. Information about DBIDS may be found at the following website: <https://www.cnmc.navy.mil/om/dbids.html>.

Contractor employees must be able to obtain a DBIDS in accordance with base security requirements. Each employee shall wear the Government issued DBIDS badge over the front of the outer clothing. When an employee leaves the contractor's employ, the employee's DBIDS badge shall be returned to the Contracting Officer's Representative or the base Badge and Pass Office within five (5) calendar days.

Contractors who do not have a DBIDS or Common Access Card (CAC) must be issued a one-day pass daily at the Badge and Pass Office. Issuance of a CAC requires the need for physical access to the installation and logical access to government owned computer systems.

(f) Periodically, the Government may conduct Anti-Terrorism Force Protection (AT/FP) and/or safety security exercises, which may require the contractor to adjust its work schedule and/or place of performance to accommodate execution of the exercise. The contractor will be required to work with its Government point of contact to adjust work schedules and/or place of performance in the case of an exercise that causes disruption of normally scheduled work hours or disruption of access to a government facility. The contract does not allow for payment of work if schedules cannot be adjusted and/or the work cannot be executed remotely (i.e., the contractor's facility or alternate non-impacted location), during an exercise when government facilities are inaccessible.

## **II. LIABILITY INSURANCE--COST TYPE CONTRACTS**

(a) The following types of insurance are required in accordance with FAR 52.228-7 "Insurance--Liability to Third Persons" and shall be maintained in the minimum amounts shown:

- (1) Workers' compensation and employers' liability: minimum of \$100,000
- (2) Comprehensive general liability: \$500,000 per occurrence
- (3) Automobile liability:       \$200,000 per person  
  \$500,000 per occurrence  
  \$ 20,000 per occurrence for property damage

(b) When requested by the contracting officer, the contractor shall furnish to the Contracting Officer a certificate or written statement of insurance. The written statement of insurance must contain the following information: policy number, policyholder, carrier, amount of coverage, dates of effectiveness (i.e., performance period), and contract number. The contract number shall be cited on the certificate of insurance.

## **III. CONTRACTOR IDENTIFICATION**

(a) Contractor employees must be clearly identifiable while on Government property by wearing appropriate badges.

(b) Contractor personnel and their subcontractors must identify themselves as contractors or subcontractors during meetings, telephone conversations, in electronic messages, or correspondence related to this contract.

(c) Contractor-occupied facilities (on Department of the Navy or other Government installations) such as offices, separate rooms, or cubicles must be clearly identified with contractor supplied signs, name plates or other identification, showing that these are work areas for contractor or subcontractor personnel.

#### **IV. REIMBURSEMENT OF TRAVEL COSTS**

##### **(a) Contractor Request and Government Approval of Travel**

Any travel under this contract must be specifically requested in writing, by the contractor prior to incurring any travel costs. If this contract is an indefinite-delivery contract, then the written Government authorization will be by task/delivery orders issued by the Ordering Officer or by a modification to an issued task/delivery order. If this contract is an indefinite-delivery contract, then the written Government authorization will be by written notice of approval from the Contracting Officer's Representative (COR). The request shall, at a minimum, include:

- (1) Contract number
- (2) Date, time, and place of proposed travel
- (3) Purpose of travel and how it relates to the contract
- (4) Contractor's estimated cost of travel
- (5) Name(s) of individual(s) traveling and;
- (6) A breakdown of estimated travel and per diem charges.

##### **(b) General**

(1) The costs for travel, subsistence, and lodging shall be reimbursed to the contractor only to the extent that it is necessary and authorized for performance of the work under this contract. The costs for travel, subsistence, and lodging shall be reimbursed to the contractor in accordance with the Federal Acquisition Regulation (FAR) 31.205-46, which is incorporated by reference into this contract. As specified in FAR 31.205-46(a) (2), reimbursement for the costs incurred for lodging, meals and incidental expenses (as defined in the travel regulations cited subparagraphs (b)(1)(i) through (b)(1)(iii) below) shall be considered to be reasonable and allowable only to the extent that they do not exceed on a daily basis the maximum per diem rates in effect at the time of travel as set forth in the following:

(i) Federal Travel Regulation prescribed by the General Services Administration for travel in the contiguous 48 United States;

(ii) Joint Travel Regulation, Volume 2, DoD Civilian Personnel, Appendix A, prescribed by the Department of Defense for travel in Alaska, Hawaii, The Commonwealth of Puerto Rico, and the territories and possessions of the United States; or

(iii) Standardized Regulations, (Government Civilians, Foreign Areas), Section 925, "Maximum Travel Per Diem Allowances in Foreign Areas" prescribed by the Department of State, for travel in areas not covered in the travel regulations cited in subparagraphs (b)(1)(i) and (b)(1)(ii) above.

(2) Personnel in travel status from and to the contractor's place of business and designated work site or vice versa, shall be considered to be performing work under the contract, and contractor shall bill such travel time at the straight (regular) time rate; however, such billing shall not exceed eight hours per person for any one person while in travel status during one calendar day.

(c) Per Diem

(1) The contractor shall not be paid per diem for contractor personnel who reside in the metropolitan area in which the tasks are being performed. Per diem shall not be paid on services performed at contractor's home facility and at any facility required by the contract, or at any location within a radius of 50 miles from the contractor's home facility and any facility required by this contract.

(2) Costs for subsistence and lodging shall be paid to the contractor only to the extent that overnight stay is necessary and authorized in writing by the Government for performance of the work under this contract per paragraph (a). When authorized, per diem shall be paid by the contractor to its employees at a rate not to exceed the rate specified in the travel regulations cited in FAR 31.205-46(a)(2) and authorized in writing by the Government. The authorized per diem rate shall be the same as the prevailing locality per diem rate.

(3) Reimbursement to the contractor for per diem shall be limited to payments to employees not to exceed the authorized per diem and as authorized in writing by the Government per paragraph (a). Fractional parts of a day shall be payable on a prorated basis for purposes of billing for per diem charges attributed to subsistence on days of travel. The departure day from the Permanent Duty Station (PDS) and return day to the PDS shall be 75% of the applicable per diem rate. The contractor shall retain supporting documentation for per diem paid to employees as evidence of actual payments.

(d) Transportation

(1) The contractor shall be paid on the basis of actual amounts paid to the extent that such transportation is necessary for the performance of work under the contract and is authorized in writing by the Government per paragraph (a).

(2) The contractor agrees, in the performance of necessary travel, to use the lowest cost mode commensurate with the requirements of the mission and in accordance with good traffic management principles. When it is necessary to use air or rail travel, the contractor agrees to use coach, tourist class or similar accommodations to the extent consistent with the successful and economical accomplishment of the mission for which the travel is being performed. Documentation must be provided to substantiate non-availability of coach or tourist if business or first class is proposed to accomplish travel requirements.

(3) When transportation by privately owned conveyance (POC) is authorized, the contractor shall be paid on a mileage basis not to exceed the applicable Government transportation rate specified in the travel regulations cited in FAR 31.205-46(a)(2) and is authorized in writing by the Government per paragraph (a).

(4) When transportation by privately owned (motor) vehicle (POV) is authorized, required travel of contractor personnel, that is not commuting travel, may be paid to the extent that it exceeds the normal commuting mileage of such employee. When an employee's POV is used for travel between an employee's residence or the Permanent Duty Station and one or more alternate work sites within the local area, the employee shall be paid mileage for the distance that exceeds the employee's commuting distance.

(5) When transportation by a rental automobile, other special conveyance or public conveyance is authorized, the contractor shall be paid the rental and/or hiring charge and operating expenses incurred on official business (if not included in the rental or hiring charge). When the operating expenses are included in the rental or hiring charge, there should be a record of those expenses available to submit with the receipt. Examples of such operating expenses include hiring charge (bus, streetcar or subway fares), gasoline and oil, parking, and tunnel tolls.

(6) Definitions:

(i) "Permanent Duty Station" (PDS) is the location of the employee's permanent work assignment (i.e., the building or other place where the employee regularly reports for work.

(ii) "Privately Owned Conveyance" (POC) is any transportation mode used for the movement of persons from place to place, other than a Government conveyance or common carrier, including a conveyance loaned for a charge to, or rented at personal expense by, an employee for transportation while on travel when such rental conveyance has not been authorized/approved as a Special Conveyance.

(iii) "Privately Owned (Motor) Vehicle (POV)" is any motor vehicle (including an automobile, light truck, van or pickup truck) owned by, or on a long-term lease (12 or more months) to, an employee or that employee's dependent for the primary purpose of providing personal transportation, that:

- (a) is self-propelled and licensed to travel on the public highways;
- (b) is designed to carry passengers or goods; and
- (c) has four or more wheels or is a motorcycle or moped.

(iv) “Special Conveyance” is commercially rented or hired vehicles other than a POC and other than those owned or under contract to an agency.

(v) “Public Conveyance” is local public transportation (e.g., bus, streetcar, subway, etc.) or taxicab.

(iv) “Residence” is the fixed or permanent domicile of a person that can be reasonably justified as a bona fide residence.

EXAMPLE 1: Employee’s one way commuting distance to regular place of work is 7 miles. Employee drives from residence to an alternate work site, a distance of 18 miles. Upon completion of work, employee returns to residence, a distance of 18 miles.

*In this case, the employee is entitled to be reimbursed for the distance that exceeds the normal round trip commuting distance (14 miles). The employee is reimbursed for 22 miles ( $18 + 18 - 14 = 22$ ).*

EXAMPLE 2: Employee’s one way commuting distance to regular place of work is 15 miles. Employee drives from residence to an alternate work site, a distance of 5 miles. Upon completion of work, employee returns to residence, a distance of 5 miles.

*In this case, the employee is not entitled to be reimbursed for the travel performed (10 miles), since the distance traveled is less than the commuting distance (30 miles) to the regular place of work.*

EXAMPLE 3: Employee’s one way commuting distance to regular place of work is 15 miles. Employee drives to regular place of work. Employee is required to travel to an alternate work site, a distance of 30 miles. Upon completion of work, employee returns to residence, a distance of 15 miles.

*In this case, the employee is entitled to be reimbursed for the distance that exceeds the normal round trip commuting distance (30 miles). The employee is reimbursed for 30 miles ( $15 + 30 + 15 - 30 = 30$ ).*

EXAMPLE 4: Employee’s one way commuting distance to regular place of work is 12 miles. In the morning, the employee drives to an alternate work site (45 miles). In the afternoon, the employee returns to the regular place of work (67 miles). After completion of work, employee returns to residence, a distance of 12 miles.

*In this case, the employee is entitled to be reimbursed for the distance that exceeds the normal round trip commuting distance (24 miles). The employee is reimbursed for 100 miles ( $45 + 67 + 12 - 24 = 100$ ).*

EXAMPLE 5: Employee’s one way commuting distance to regular place of work is 35 miles. Employee drives to the regular place of work (35 miles). Later, the employee drives to alternate

work site #1 (50 miles) and then to alternate work site #2 (25 miles). Employee then drives to residence (10 miles).

*In this case, the employee is entitled to be reimbursed for the distance that exceeds the normal commuting distance (70 miles). The employee is reimbursed for 50 miles ( $35 + 50 + 25 + 10 - 70 = 50$ ).*

EXAMPLE 6: Employee's one way commuting distance to regular place of work is 20 miles. Employee drives to the regular place of work (20 miles). Later, the employee drives to alternate work site #1 (10 miles) and then to alternate work site #2 (5 miles). Employee then drives to residence (2 miles).

*In this case, the employee is not entitled to be reimbursed for the travel performed (37 miles), since the distance traveled is less than the commuting distance (40 miles) to the regular place of work.*

## **V. REQUIRED INFORMATION ASSURANCE AND PERSONNEL SECURITY REQUIREMENTS FOR ACCESSING GOVERNMENT INFORMATION SYSTEMS AND NONPUBLIC INFORMATION**

(a) Definition. As used in this text, "sensitive information" includes:

- (i) All types and forms of confidential business information, including financial information relating to a contractor's pricing, rates, or costs, and program information relating to current or estimated budgets or schedules;
- (ii) Source selection information, including bid and proposal information as defined in FAR 2.101 and FAR 3.104-4, and other information prohibited from disclosure by the Procurement Integrity Act (41 USC 423);
- (iii) Information properly marked as "business confidential," "proprietary," "procurement sensitive," "source selection sensitive," or other similar markings;
- (iv) Other information designated as sensitive by the Naval Information Warfare Systems Command (NAVWAR).

(b) In the performance of the contract, the contractor may receive or have access to information, including information in Government information systems and secure websites. Accessed information may include "sensitive information" or other information not previously made available to the public that would be competitively useful on current or future related procurements.

(c) Contractors are obligated to protect and safeguard from unauthorized disclosure all sensitive information to which they receive access in the performance of the contract, whether the information comes from the Government or from third parties. The contractor shall—

- (i) Utilize accessed information and limit access to authorized users only for the purposes of performing the services as required by the contract, and not for any other purpose unless authorized;
- (ii) Safeguard accessed information from unauthorized use and disclosure, and not discuss, divulge, or disclose any accessed information to any person or entity except those persons authorized to receive the information as required by the contract or as authorized by Federal statute, law, or regulation;
- (iii) Inform authorized users requiring access in the performance of the contract regarding their obligation to utilize information only for the purposes specified in the contract and to safeguard information from unauthorized use and disclosure.
- (iv) Execute a "Contractor Access to Information Non-Disclosure Agreement," and obtain and submit to the Contracting Officer a signed "Contractor Employee Access to Information Non-Disclosure Agreement" for each employee prior to assignment;
- (v) Notify the Contracting Officer in writing of any violation of the requirements in (i) through (iv) above as soon as the violation is identified, no later than 24 hours. The notice shall include a description of the violation and the proposed actions to be taken, and shall include the business organization, other entity, or individual to whom the information was divulged.

(d) In the event that the contractor inadvertently accesses or receives any information marked as "proprietary," "procurement sensitive," or "source selection sensitive," or that, even if not properly marked otherwise indicates the contractor may not be authorized to access such information, the contractor shall (i) notify the Contracting Officer; and (ii) refrain from any further access until authorized in writing by the Contracting Officer.

(e) The requirements of this text are in addition to any existing or subsequent Organizational Conflicts of Interest (OCI) requirements which may also be included in the contract, and are in addition to any personnel security or Information Assurance requirements, including Systems Authorization Access Request (SAAR-N), DD Form 2875, Annual Information Assurance (IA) training certificate, SF85P, or other forms that may be required for access to Government information systems.

(f) Subcontracts. The contractor shall insert paragraphs (a) through (f) of this text in all subcontracts that may require access to sensitive information in the performance of the contract.

(g) Mitigation Plan. If requested by the Contracting Officer, the contractor shall submit, within 45 calendar days following execution of the "Contractor Non-Disclosure Agreement," a mitigation plan for Government approval, which shall be incorporated into the contract. At a minimum, the mitigation plan shall identify the contractor's plan to implement the requirements of paragraph (c) above and shall include the use of a firewall to separate contractor personnel requiring access to information in the performance of the contract from other contractor



personnel to ensure that the contractor does not obtain any unfair competitive advantage with respect to any future Government requirements due to unequal access to information. A “firewall” may consist of organizational and physical separation; facility and workspace access restrictions; information system access restrictions; and other data security measures identified, as appropriate. The contractor shall respond promptly to all inquiries regarding the mitigation plan. Failure to resolve any outstanding issues or obtain approval of the mitigation plan within 45 calendar days of its submission may result, at a minimum, in rejection of the plan and removal of any system access.

## **VI. DESIGNATION OF CONTRACTING OFFICER’S REPRESENTATIVE**

The Contracting Officer hereby appoints the following individual as Contracting Officer’s Representative (COR) for this contract/order:

Name: James Goettelmann

Code: 63000

Phone Number: (619) 553-2074

E-mail: [james.goettelman@navy.mil](mailto:james.goettelman@navy.mil)

## **VII. POST-AWARD IDENTIFICATION AND ASSERTION OF RESTRICTIONS ON TECHNICAL DATA PERTAINING TO A COMMERCIAL ITEM AND COMMERCIAL COMPUTER SOFTWARE**

a. Definitions. Unless otherwise specified in this provision, the terms used in this provision are defined in the FAR/DFARS, as applicable.

b. Post-award Assertions. In addition to the pre-award assertions made, other assertions on technical data pertaining to a commercial item and commercial computer software may be identified after award when based on new information or inadvertent omissions, unless the inadvertent omissions would have materially affected the source selection decision. Such identifications and assertions shall be submitted to the contracting officer as soon as practicable prior to the scheduled date for delivery of the technical data/computer software, using the table format found below and signed by an official authorized to contractually obligate the contractor.

Commercial Technical Data/Computer Software Title, Version #, and License*	Technical Use/Implementing Approach**	If OSS, Was OSS modified by Contractor?***	Name of Contractor Delivering Commercial Software****

\* For commercial technical data (other than computer software documentation) pertaining to items, components, or processes developed at private expense, identify both the deliverable technical data and each such item, component, or process. For computer software or computer software documentation identify the computer software or computer software documentation. The complete title and version number of the computer software should be listed. If Open Source Software (OSS), the OSS license and version number should be listed. If a version number is not available, the contractor should state no version number. If commercial technical data is being delivered under the terms of DFARS 252.227-7015, then DFARS 252.227-7015 should be listed. If the OSS was downloaded from a website, the website address should also be provided. Enter none if all commercial technical data or commercial computer software will be submitted without restrictions.

\*\* The functionality of the commercial computer software should be described, as well as where it is being used within the larger computer software deliverable (if applicable).

\*\*\* If OSS is being used, the contractor should state whether it has modified the OSS.

\*\*\*\* Corporation, individual, or other person as appropriate.

c. Licenses. The contractor shall provide copies of all commercial license(s) for the commercial technical data or commercial computer software that will be delivered. The Government will review the licenses to ensure that the license terms are consistent with federal procurement law and meet the Government's end user needs.

d. Use of OSS Without Delivery. The Government treats OSS as a category of commercial computer software. If the contractor proposes to use, but not deliver, commercial computer software (including OSS), the contractor must ensure that such use does not: (i) create, or purport to create, any Government distribution obligations with respect to the computer software deliverables; or (ii) grant, or purport to grant, to any third party any rights to or immunities under Government intellectual property or Government data rights to the Government computer software deliverables.

## **VIII. REPORTING REQUIREMENTS FOR CONTRACTED SERVICES**

Services Contract Reporting (SCR) requirements apply to this contract. The contractor shall report required SCR data fields using the SCR section of the System for Award Management (SAM) at following web address: <https://sam.gov/SAM/>.

Reporting inputs will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year. Contractors may direct questions to the help desk, linked at <https://sam.gov/SAM/>.

## **IX. INTELLIGENCE OVERSIGHT**

For any contractor personnel conducting Intelligence or Intelligence-related activities or supporting those efforts under Department of Defense authorities shall report any Questionable Intelligence Activity (QIA), Significant, or Highly Sensitive Matter (S/HSM) to the Naval Information Warfare Systems Command Intelligence Oversight Program Manager or Senior Intelligence Officer.

**Questionable Intelligence Activity (QIA):** Any Intelligence or Intelligence-related activity when there is reason to believe such activity may be unlawful or contrary to an Executive Order, Presidential Directive, Intelligence Community Directive, or applicable DoD policy governing that activity.

**Significant or Highly Sensitive Matter (S/HSM):** An Intelligence or Intelligence-related activity (regardless of whether the Intelligence or Intelligence-related activity is unlawful or contrary to an Executive Order, Presidential Directive, Intelligence Community Directive, or DoD policy), or serious criminal activity by Intelligence personnel, that could impugn the reputation or integrity of the Intelligence Community, or otherwise call into question the propriety of Intelligence activities. Such matters might involve actual or potential:

- Congressional inquiries or investigations
- Adverse media coverage
- Impact on foreign relations or foreign partners
- Systemic compromise, loss, or unauthorized disclosure of protected information.